

ORDERED.



TIFFANY & BOSCO
P.A.

Dated: June 23, 2010

**2525 EAST CAMELBACK ROAD
SUITE 300**

PHOENIX, ARIZONA 85016

TELEPHONE: (602) 255-6000

FACSIMILE: (602) 255-0192

A handwritten signature in black ink, appearing to read "Eileen W. Hollowell", is written over a horizontal line.

EILEEN W. HOLLOWELL
U.S. Bankruptcy Judge

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

10-13982

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

Mark Anthony Hernandez and Lisa Lynn
Hernandez
Debtors.

Wells Fargo Bank, N.A.
Movant,
vs.

Mark Anthony Hernandez and Lisa Lynn
Hernandez, Debtors, Beth Lang, Trustee.
Respondents.

No. 4:10-BK-15737-EWH

Chapter 7

ORDER

(Related to Docket #9)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefor,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real

1 property which is further described as:

2 LOT 151 OF NEW TUCSON UNIT NO. 8, A SUBDIVISION OF PIMA COUNTY, ARIZONA,
3 ACCORDING TO THE MAP OR PLAT THEREOF OF RECORD IN THE OFFICE OF THE
4 COUNTY RECORDER OF PIMA COUNTY, ARIZONA, IN BOOK 17 OF MAPS AND
5 PLATS AT PAGE 84, AND THE REAL PROPERTY DESCRIBED IN THE EXHIBIT A AND
6 QUIT CLAIM NOTE # 21 ATTACHED TO THE QUIT CLAIM DEED RECORDED JULY 12,
7 2005 IN THE OFFICE OF THE PIMA COUNTY RECORDER AT DOCKET 12592, PAGE
8 4114, THEREAFTER RE-RECORDED OCTOBER 21, 2005 IN DOCKET 12664, PAGE 6549,
9 RECORDS PIMA COUNTY, ARIZONA.

10 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
11 to which the Debtor may convert.

12 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
13 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
14 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
15 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
16 Debtors if Debtors' personal liability is discharged in this bankruptcy case.
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